

THE LAW FIRM OF FRANK W. MILLER
Attorneys and Counselors at Law
6575 Kirkville Road
East Syracuse, New York 13057
Telephone: (315) 234-9900
Fax: (315) 234-9908
fmiller@fwmillerlawfirm.com

Frank W. Miller

Charles C. Spagnoli
Christopher Militello
Richard J. Graham

January 23, 2017

SETTLEMENT PROPOSAL-WITHOUT PREJUDICE

VIA E-MAIL ONLY

Ronald R. Benjamin, Esq.
The Law Office of Ronald R. Benjamin
126 Riverside Drive, P.O. Box 607
Binghamton, New York 13905

Re: Spero, et al v. Vestal Central School District, et al.
Civil Action No.: 3:17-cv-7

Dear Mr. Benjamin:

This letter will respond to your request for a settlement proposal from the defendants. After consultation with our clients, the following is our proposal for a resolution in this matter.

1. The plaintiffs would immediately discontinue the federal lawsuit, with prejudice in full release of all claims to the defendants.
2. The Education Law §3214 hearing against V[REDACTED] would be discontinued.
3. V[REDACTED] would agree to receive home tutoring for the remainder of the school year in order to complete his graduation requirements. He would receive tutoring for two (2) hours per day, five (5) days per week. The tutoring would be offered in all courses and classes he is currently enrolled in. Extra help would be available upon request. Labs for his chemistry class would also be available after regular school hours, arranged through the office of the Principal and under supervision. He may be eligible to take the chemistry Regents exam in June should he qualify. Arrangements would be provided for that Regents exam.
4. V[REDACTED] would issue a written apology to the teacher and to the District apologizing for the unfounded allegations of racism he has made against the District and Ms. Dyer. Specifically, he would be required to admit that the teacher did not make the statement "I am tired of you fucking niggers". The statement would be released to the public.

5. All parties would execute a confidentiality agreement by which neither party would make any public statement about the terms of the settlement or the fact of the settlement. The confidentiality agreement would also contain a non-disparagement clause that neither party would disparage the other. However, the letter mentioned above would be released to the public.
6. V[REDACTED] would not be allowed to participate in or attend extracurricular activities, nor would he be permitted to attend the graduation ceremony.
7. Since the plaintiff is a minor, the agreement would be subject to judicial approval.
8. The agreement would contain a final and complete statement of all of the terms of the settlement.
9. In the event that the settlement agreement is not acceptable as proposed, the District would proceed with the Education Law §3214 hearing currently scheduled.

If the plaintiff is found guilty, the penalties that may be imposed may include, but are not limited to, the suspension of the plaintiff for a period of more than five days. Because the student is beyond the compulsory attendant age, he may be suspended without the provision of tutoring or alternate instruction. This, of course, would severely impact the student's ability to complete high school and to obtain a diploma. Thus, we encourage the student and his parents to take this proposal seriously and to examine this proposal carefully.

We look forward to the courtesy of your response.

Sincerely,

THE LAW FIRM OF FRANK W. MILLER

A handwritten signature in black ink, appearing to read 's/ Frank W. Miller', with a large, stylized flourish at the end.

Frank W. Miller

FWM/pg

Cc: Jeffrey Ahearn, Superintendent
Cc: Albert Penna, Interim Principal
Cc: Deborah Caddick, Assistant Principal
Cc: Clifford Kasson, Assistant Principal
Cc: Katherine Dyer, Teacher
Cc: Wendy K. DeWind, Esq.